

**CITY OF ROCKY MOUNT
CONTRACT FOR [INSERT TYPE OF SERVICES] SERVICES**

This contract for [INSERT TYPE OF SERVICES] services (the “Contract”) is made and entered into this [DATE] day of [MONTH], 201_, between the City of Rocky Mount (the “City”), [CITY ADDRESS], and [CORPORATE NAME OF CONTRACTOR] (the “Contractor”), [CONTRACTOR’S ADDRESS].

For and in consideration of the mutual promises set forth in the Contract the parties do mutually agree as follows:

1. Obligations of Contractor. Contractor hereby agrees to provide services to the City as follows:
 - 1.1. [OPTION 1 - INCLUDE A DESCRIPTION OF DETAILED SERVICES, OR OPTION 2 - ATTACH “EXHIBIT A” WITH SCOPE OF SERVICES, OR OPTION 3 - BID AWARD NUMBER; AS APPLICABLE] Work will be completed in a timely manner acceptable to the City in full compliance with the terms and conditions of this Contract, including any documents incorporated by reference.
 - 1.2. [THIS SECTION OPTIONAL] Qualifications of Contractor. Contractor warrants that all agents or employees of Contractor who will provide services under this Contract will be fully qualified, possess any requisite licenses, and otherwise be legally entitled to perform the services provided, and shall exercise the skill and care customarily exercised by duly licensed and qualified contractors of the same or similar services.
 - 1.3. Records Maintenance. Contractor shall maintain written documentation of any service provided, including any required documentation meeting the requirements of applicable federal, state and local laws and regulations.
2. Obligations of the City.
 - 2.1. The City hereby agrees to compensate Contractor at a rate or in the amount of [INSERT RELEVANT TIME PERIOD OR OTHER MEASURE FOR CALCULATING PAYMENTS – E.G., HOUR, DAY, MILE, SQUARE FOOT, ETC.] for services rendered, with total payments not to exceed [INSERT NOT-TO-EXCEED AMOUNT].
 - 2.2. [SPECIFY ANY ADDITIONAL OBLIGATIONS OF THE CITY, INCLUDING REIMBURSEMENT OF EXPENSES. DELETE IF N/A]
3. Term. The services described in the Contract will be provided from [INSERT MONTH, DATE AND YEAR] through [INSERT MONTH, DATE, AND YEAR] unless sooner terminated as herein provided.
4. Compensation. The City hereby agrees to compensate Contractor in the amount of \$_____ once all services have been rendered in accordance with the terms of this Contract. Contractor shall provide City with invoice(s) itemized by service provided the number of hours worked and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by City. The City shall process payments to Contractor within forty-five (45) days of submission of such invoice(s). In the event of inclement weather, fire, power failure, or other similar occurrence, which may necessitate the cancellation of the delivery of the service(s), and an alternate date cannot be agreed upon, the City will be under no obligation to compensate Contractor for services not rendered.
5. Termination for Convenience. The City may terminate this Contract at any time at its complete discretion

upon thirty (30) calendar days' notice in writing from the City to Contractor prior to the date of termination. In addition, all finished or unfinished documents and other materials produced by Contractor pursuant to this Contract shall, at the request of the City be turned over to it and become its property. If the Contract is terminated by the City in accordance with this section, the City will pay Contractor at the rate set out in Section 2.1 for all services performed as of the date of termination.

6. Termination for Default. At any time, the City may terminate this Contract immediately and without prior notice if contractor is unable to meet goals and timetables or if the City is dissatisfied with the quality of services provided.
7. Terms and Methods of Payment. Contractor shall submit to the City monthly invoices itemized by service provided, the number of hours worked and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by the City. Such invoices shall be submitted within thirty (30) days of the rendering of services. The City shall process payments to Contractor within thirty (30) days of submission of such invoices. Invoices should be sent to City of Rocky Mount, Attn: Accounts Payable, PO Box 1180, Rocky Mount, NC 27802-1180, for review and approval.
8. Contract Funding. It is understood and agreed between Contractor and the City that the City's payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made.
9. Insurance. Contractor agrees to maintain Commercial General Liability in amount of \$1,000,000 each occurrence, \$1,000,000 each occurrence in Personal & Advertising Injury with \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Aggregate. Contractor shall maintain \$1,000,000 in automobile liability, and other appropriate insurance, as well as Workers Compensation in the required statutory amount for all employees participating in the provision of services under this Contract. Contractor also agrees to maintain \$1,000,000 in professional liability insurance if the Contractor is engaged in a professional service pursuant to this Contract. The City of Rocky Mount shall be named by endorsement as an additional insured on the General Liability and Automobile Liability policies. Certificates of such insurance shall be furnished by Contractor to the City and shall contain an endorsement to provide the City at least 30 days' written notice of any intent to cancel or terminate by either Contractor or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this Contract.
10. Taxes. Contractor shall pay all federal, state, and FICA taxes for all employees participating in the provision of services under this Contract.
11. Monitoring and Auditing. Contractor shall cooperate with the City, or with any other person or agency as directed by the City, in monitoring, auditing, or investigating activities related to this Contract. Contractor shall permit the City to evaluate all activities conducted under this Contract as dictated by the City. Contractor shall provide auditors retained by the City with access to any records and files related to the provision of services under this Contract.
12. Confidentiality of Citizen Information. Contractor agrees that all City personnel or citizen records or personally identifiable information contained in citizen records that may be obtained in the course of providing services to the City under this contract shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations as well as the City's policies. All City personnel and/or citizens confidential records shall be kept in a secure location preventing access by unauthorized individuals. Contractor will maintain an access log delineating date, time, agency, and identity of individual accessing confidential records who is not in the direct employee of Contractor. Contractor shall not forward to any person other than the authorized City Department related to this

contract any confidential record or personally identifiable information obtained from a citizen record (including, but not limited to, the citizen's identity) without the written consent of the City. Upon termination of this Contract, Contractor shall turn over to the City all City personnel or citizen records or personally identifiable information about City personnel or citizens obtained by Contractor while providing services under this Contract. Nothing in this Contract gives Contractor any right to access any City personnel or citizen records or personally identifiable information.

13. Criminal Background Checks. Contractor shall conduct criminal record and background checks on all Contractual Personnel who will perform services pursuant to this Contract on City property or at City events. The criminal background checks shall be conducted within 30 days of Contractor's execution of the Contract and prior to performing any services on City property.
14. Indemnification. Contractor shall indemnify and hold the City, its officers, agents, and employees, harmless from and against all liabilities, claims, actions, demands, costs, damages, losses, and/or expenses of any kind or nature (including but not limited to court costs and attorney's fees, incurred in connection with the defense of the foregoing) resulting from the fault (as that term is defined in N.C. Gen. Stat. 22B-1) of Contractor or its agents and/or employees that is a proximate cause of the loss, damage, or expense incurred by the City. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2.
15. Relationship of Parties. Contractor shall be an independent contractor of the City, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Contractor be construed as an employee, agent, or principal of the City.
16. Compliance with Applicable Laws. Contractor shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Contractor shall not employ any individuals to provide services to the City who are not authorized by federal law to work in the United States. Contractor represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Contractor shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract. (N.C.G.S. 143-133.33 e-verify)
17. Compliance with Iran Divestment Act of 2015. Contractor certifies that as of the date of this Contract, Contractor is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Contractor understands that it is not entitled to any payments whatsoever under this Contract if this certification is false. The individual signing this Contract certifies that he or she is authorized by Contractor to make the foregoing statement.
18. Anti-Nepotism. Contractor warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Contract are immediate family members of any member of the City of Rocky Mount or of any principal or central office staff administrator employed by the City. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Contractor become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Contract, Contractor shall immediately disclose the family relationship in writing to the Purchasing Manager.
19. Assignment. Contractor shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of the City.

20. Contract Modifications. This contract may be amended only by written amendments duly executed by and between the City Finance Division and Contractor.
21. North Carolina Law. North Carolina law will govern the interpretation and construction of the Contract.
22. Order of Precedence. The Parties do hereby agree that in the event of conflict between the terms and conditions of this Contract and the terms and conditions in an agreement entered into between the parties at the same time as or prior to this Agreement, the terms and conditions of this Contract shall prevail.
23. Entire Agreement. This Contract, including the purchase order, if any, used in connection herewith and any other document(s) expressly incorporated by reference as a part of this Contract, constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This Contract supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this contract. To the extent there may be any conflict between the four corners of this Contract and other documents incorporated by reference herein, the terms of this Contract will control.
24. Attachments: The following documents, if any, are attached as Exhibits to this Contract and incorporated by reference herein:
ATTACHMENT A: [INSERT NAME OF SCOPE OF SERVICES EXHIBIT]
ATTACHMENT B: [INSERT NAME OF ADDITIONAL EXHIBIT OR "N/A"]
25. Severability. If any provision of this Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.
26. Counterparts and Execution. This Contract may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties agree that computer scanned and/or faxed signatures or copies of this Contract will have the same validity and force as an "original."
27. Authority to Enter Contract. The person(s) executing this Contract on behalf of Contractor have authority to do so as an official, binding act of Contractor.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first indicated above.

CONTRACTOR

Print Name & Title

Authorized Signature

ATTEST:

Secretary Name

Signature

CITY OF ROCKY MOUNT

City Mayor

ATTEST:

City Clerk

PRE-AUDIT

This instrument has been preaudited in the manner required by the Budget and Fiscal Control Act.

Finance Director Date

SAMPLE